



# LISTING OF RESIDENTIAL IMPROVED PROPERTY EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT



1 THIS LISTING OF RESIDENTIAL IMPROVED PROPERTY EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT (this "Listing  
2 Contract") is made and entered into between:

3 ("SELLER") Mirta Barrios and Curtis Smythe and

4 ("BROKER") Agency239 Real Estate, LLC.

5 SELLER hereby gives BROKER the EXCLUSIVE RIGHT AND AUTHORITY TO SELL the real property hereafter legally described, including the  
6 lawn, trees, shrubbery and landscaping (collectively "the Landscaping") and all non-leased fixtures (the "Real Property"), together with the following  
7 items existing on the Effective Date of the Sales Contract: built-in appliances and beverage cooler(s)/dispenser(s), attached lighting; ceiling fan(s);  
8 built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-visual, home entertainment and/or home sound systems  
9 including all operational components and software; hurricane/storm shutters and panels and all components; central vacuum system including hoses;  
10 intercom system; water softener/purification system; built-in home generator; security/surveillance system including cameras; drapery rods; television  
11 brackets (excluding televisions); decorative shutters; and pool equipment;  
12 and

13 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing on the  
14 Real Property on the Effective Date of the sales contract: refrigerator(s); range(s), dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains,  
15 blinds, shades and other window treatments; garage door opener(s)/remote(s); keys, fobs and other access devices (including to community property);  
16 pool or solar cover; child pool safety fence, and automated pool cleaning equipment; and  
17

18 and the additional personal property, if any listed on the attached inventory or list (the "Personal "Property"), for a period of time commencing on  
19 06/06/2020 ("Commencement Date"), and terminating on 12/31/2020

20 ("Termination Date"). The Commencement Date shall be the date this Listing Contract is signed by SELLER if no Commencement Date is inserted.  
21 The Termination Date shall be 270 days from the Commencement Date if no Termination Date is inserted. If SELLER, prior to the Termination Date,  
22 enters into a contract to convey SELLER's interest in the Property, the Termination Date and this Listing Contract shall automatically be extended until  
23 the earlier of the closing or termination of said contract.

24 The following items are excluded: \_\_\_\_\_

### 25 1. THE PROPERTY.

26 A. Property Interest: SELLER represents that SELLER owns the Property, or has an equitable or proprietary interest in, an exclusive right to  
27 use, or a contractual right to acquire the Property, and has the right to sell and convey the Property, or has the right to sell and convey SELLER's  
28 interest in, exclusive right of use of, or right to acquire the Property. SELLER is advised to seek legal counsel to confirm the exact nature, validity and  
29 transferability of SELLER's interest in the Property and SELLER's representations set forth herein.

30 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # \_\_\_\_\_, Garage(s) # \_\_\_\_\_, Cabana(s)  
31 # \_\_\_\_\_, Storage Locker(s) # \_\_\_\_\_, Boat Dock(s) or Slip(s) # \_\_\_\_\_, and other common elements and common areas to which SELLER has  
32 an exclusive right of use and the right to convey.

33 B. Property Legal Description: GOLDEN GATE EST UNIT 193 W 105FT OF TR 130  
34 \_\_\_\_\_ County: Collier

35 C. Property Address: 1510 9th ST SW, Naples, FL 34117

36 D. Property Tax Identification Number: 45853120008

37 E. Reserve account balances, if any.

### 38 2. LISTING PRICE AND TERMS.

39 This EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following listing price: \$475,000,  
40 or upon any other price and terms or exchange to which SELLER may hereafter consent.

### 41 3. BROKER'S OBLIGATIONS.

42 In consideration of the granting of this EXCLUSIVE RIGHT AND AUTHORITY TO SELL, the BROKER agrees as follows:

43 A. To become informed about the Property.

44 B. To make an earnest and continuing effort to sell the Property. However, this Listing Contract does not guarantee that such efforts will result  
45 in a sale of the Property, and SELLER affirms that no such sale assurances or guarantees have been made or implied by BROKER.

46 C. To promote the Property as BROKER deems appropriate.

47 D. To keep SELLER informed as to BROKER's efforts in achieving a sale and closing of the Property.  
48 E. To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.  
49 F. To distribute such information relating to the Property as BROKER deems appropriate to other real estate brokers, and to invite the  
50 cooperation of such brokers in procuring a buyer for the Property. In the event a buyer is procured by another real estate broker (the "Cooperating  
51 Broker"), BROKER will assist the Cooperating Broker to complete the sale and shall compensate the said Cooperating Broker as provided in this  
52 Listing Contract.

53 G. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:  (1) shall enter this listing of the Property into the Multiple  
54 Listing Service(s) ("MLS") within 5 business days of the Commencement Date or  (2) shall not enter this listing of the Property into the MLS.

55 H. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:  (1) shall  (2) shall not disclose the existence of offers  
56 on the Property to buyers and/or Cooperating Brokers. If disclosure is authorized and if asked, BROKER shall disclose whether the offers were obtained  
57 by the listing licensee, another licensee of BROKER, or by a Cooperating Broker.

58 I. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTIONS ARE MADE, (1) SHALL APPLY IN  
59 EACH CASE]: SELLER agrees that the Property  (1) may or  (2) may not be displayed on the internet. SELLER acknowledges that if (2) is  
60 selected, consumers who search the internet will not see information about the Property in response to their search. If the SELLER selects option (1),  
61 SELLER further agrees as follows: that the address of the Property  (1) may or  (2) may not be displayed on the internet. Real estate brokers or  
62 selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, customers or clients  (1) may  
63 or  (2) may not display an automated estimated valuation of the Property on such websites; and  (1) may or  (2) may not enable users of their  
64 websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the websites.

65 J. To install and use a lockbox on the Property if authorized by SELLER. SELLER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL  
66 APPLY]:  (1) does or  (2) does not authorize BROKER to install and use a lockbox on the Property. If SELLER authorizes use of a lockbox,  
67 SELLER acknowledges that a lockbox is not intended or designed to act as a security device to prevent unauthorized access to the Property. The  
68 lockbox is intended to facilitate marketing of the Property by other real estate licensees who participate or subscribe to any multiple listing service in  
69 which BROKER is a participant or subscriber. SELLER hereby releases BROKER, any real estate association, or multiple listing services, and any  
70 members, participants or subscribers of such organizations from any liability for any injuries, losses, expenses or costs incurred by SELLER by reason  
71 of unauthorized access to the Property resulting from use of the lockbox.

72 K. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship  
73 between BROKER and SELLER. BROKER's required disclosure notice(s) have been provided to SELLER and the brokerage relationship is:  
74 Transaction Broker (If left blank, transaction broker relationship shall apply.)

75 L. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit  
76 monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of the  
77 State of Florida and regulations of the Florida Real Estate Commission.

#### 78 4. SELLER'S OBLIGATIONS.

79 In consideration of the obligations of the BROKER, the SELLER agrees:

80 A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or  
81 entities.

82 B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of inspection  
83 or presentation to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of this Listing  
84 Contract.

85 C. To inspect the Property from time to time and prior to any scheduled inspections and presentations, to detect and remove any safety  
86 hazard or unsafe conditions on the Property, and to otherwise take all reasonable actions and precautions to minimize risk of injury to BROKER,  
87 cooperating brokers, prospective purchasers, and authorized agents of said parties occurring on the Property. BROKER shall not be liable to  
88 SELLER for any personal injury, losses or damage suffered by cooperating brokers, prospective purchasers and authorized agents of said parties  
89 or any other third parties lawfully on the Property, or for any theft of SELLER's property by any of said other parties while on the Property. SELLER  
90 shall hold BROKER harmless and indemnify BROKER from and against any and all such liability, except with respect to liability caused by  
91 BROKER's gross negligence or intentional wrongdoing.

92 D. To comply with all applicable statutory and regulatory disclosure requirements.

93 E. To provide BROKER with all relevant information relating to the Property, including facts and conditions known to SELLER which materially  
94 affect the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's performance under this  
95 Listing Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not limited to current lease(s),  
96 expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a party other than BROKER in  
97 the event a previous tenant/lessee purchases the Property.

98 F. To provide BROKER with a complete copy of SELLER's existing owner's title policy, if available, and unless the Property is a condominium  
99 or cooperative unit, complete copies of any survey and elevation certificate of the Property which has been certified to SELLER, if available.

100

101 G. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of the  
102 Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price upon  
103 the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its database.  
104 SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive  
105 right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

106 H. To permit interior and exterior photographs and/or videos of the Property to assist the Broker in marketing the Property.

107 I. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any  
108 materials or content developed by BROKER, or by third parties acting on BROKER's behalf, for use in marketing the Property, including, but not limited  
109 to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and  
110 other copyrightable elements relating to the Property ("Marketing Materials"). SELLER further grants to BROKER a royalty-free, perpetual, and  
111 irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by SELLER to BROKER for use in  
112 marketing the Property. SELLER warrants that any such Marketing Materials provided by SELLER to BROKER do not violate or infringe upon  
113 the intellectual property or other rights of any other person or entity.

114 J. **Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing the  
115 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. SELLER  
116 agrees to inform BROKER in the event such devices are in active use on the Property.

117 K. BROKER COMPENSATION (the "Compensation"):

118 (1) To pay BROKER [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:  6 \_\_\_\_\_ % of the purchase price  
119  and \$ \_\_\_\_\_ OR  a flat fee of \$ \_\_\_\_\_ if a buyer who is ready, willing and able to purchase the Property is  
120 procured.

121 (2) To pay BROKER [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT]:  \_\_\_\_\_ % of the gross rent  and  
122 \$ \_\_\_\_\_ OR  a flat fee of \$ \_\_\_\_\_ if the Property is leased during the term of this Listing Contract, unless SELLER  
123 is party to a valid Exclusive Right and Authority to Lease Agreement pertaining to the Property as of the Commencement Date of this Listing Contract.  
124 Whether or not SELLER was a party to a valid Exclusive Right and Authority to Lease Agreement for the Property, if the tenant purchases the Property  
125 during his or her tenancy or within \_\_\_\_\_ months following termination of his or her tenancy, BROKER shall be paid the Compensation set forth  
126 herein at the time of the closing of any sale to such tenant.

127 (3) Cooperating Broker Compensation. BROKER has explained to SELLER:

128 (a) BROKER's policy regarding cooperation with and compensation to other real estate brokers who may be invited to assist in  
129 procuring a buyer for the Property;

130 (b) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. Upon receipt  
131 by BROKER of the Compensation provided above in this paragraph, BROKER shall pay to any such Cooperating Broker [SELECT ONE AND FILL  
132 IN APPROPRIATE % OR AMOUNT]:  3 \_\_\_\_\_ % of the purchase price or  a flat fee of \$ \_\_\_\_\_, with BROKER retaining the  
133 balance of the total Compensation to be paid by SELLER as set forth herein. BROKER's offer to cooperate with and compensate other brokers shall  
134 extend to the following types of brokers: [CHECK ALL THAT APPLY IF NONE ARE SELECTED, ALL SHALL APPLY]:  Transaction Brokers;

135  Single Agents;  No Brokerage Relationship.

136 (4) SELLER understands and agrees that if the Property, or any interest therein or right of use or right to purchase is sold, contracted to  
137 be sold, exchanged or otherwise transferred (excluding involuntary foreclosure) during the term of this Listing Contract, then SELLER shall pay the  
138 Compensation to BROKER, whether such sale, exchange, transfer, or agreement therefore is procured or accomplished through BROKER or by or  
139 through any other person or entity, **including SELLER.**

140 (5) SELLER further understands and agrees that if the Property, or any interest therein or right of use or right to purchase, is sold, contracted  
141 to be sold, exchanged or otherwise transferred within 120 \_\_\_\_\_ days after the Termination Date to anyone with whom BROKER or those working by or  
142 through BROKER, or SELLER has had contact regarding the Property prior to the Termination Date, then SELLER shall pay the Compensation to  
143 BROKER. However, SELLER's obligation to pay Compensation to BROKER shall cease if SELLER enters into bona fide exclusive right and authority  
144 to sell contract with another licensed real estate broker to become effective after the Termination Date and a sale, lease, exchange, transfer or contract  
145 to sell the Property is made during the term thereof.

146 **5. SELLER'S SALES CONTRACT OBLIGATIONS.**

147 In the event BROKER secures a buyer for the Property, and unless the sales contract provides otherwise, SELLER agrees to the following:

148 A. To provide and pay for the following when applicable:

- 149 (1) the title evidence or credit as specified in the sales contract; (2) if the Property is located in Lee or Charlotte County, the premium for the  
150 owner's title insurance policy, and the charges for title search and title continuation through the date of deed recording; (3) preparation of statutory  
151 warranty deed (or special warranty deed if SELLER is a fiduciary), if applicable, bill of sale with warranties of ownership and freedom from  
152 encumbrances, condominium/homeowners' association estoppel letter(s), BROKER and Cooperating Broker compensation verifications, tenant  
153 estoppel letter(s), copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form  
154 sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter(s) from existing creditor/lender(s); (5) documentary stamp tax on deed;  
155 (6) BROKER's Compensation (to be disbursed by closing agent at closing); (7) utility services to the Closing Date; (8) the full amount of any  
156 condominium/homeowners' association special assessments and governmentally imposed liens or special assessments that are SELLER's obligation  
157 under the provisions of the sales contract; (9) SELLER's attorney fees; (10) if SELLER is subject to withholding under FIRPTA, reasonable charges

158 associated with withholding, escrowing and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto;  
159 (11) reimbursement of prepaid estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated with transfer(s) of SELLER  
160 proceeds and/or payoff(s). Unless the Property is a condominium or cooperative, SELLER will provide a complete copy of any survey of the Property  
161 in SELLER's possession that is certified to SELLER (together with flood elevation certificate, if applicable), and if to SELLER's knowledge there are no  
162 improvements or encroachments currently located on the Property other than as shown on SELLER's survey, SELLER will sign an Affidavit of "No  
163 Change" affirming same to the buyer.

164 **B.** To convey marketable title by general or special warranty deed, or if a cooperative apartment, by applicable conveyancing instruments, free  
165 and clear of all liens and encumbrances, except those items which the buyer agrees to assume.

166 **C.** To deliver possession and occupancy of the Property on the Closing Date.

167 **D.** To prorate the following:

168 (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your Taxes  
169 This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available, or prior year non-ad valorem amounts  
170 if current year is not available. If neither the current year tax nor TRIM amounts are available, the taxes shall be based on the prior year's bill (without  
171 discount or exemptions no longer available in the year of closing) and prorated upon receipt of the actual tax bill if requested by either party. If  
172 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not  
173 exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value  
174 of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not fixed, the  
175 taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price; (2) interest on  
176 any assumed indebtedness; (3) rents; (4) condominium/homeowners' association assessments and CDD/MSTU operating and maintenance  
177 assessments; (5) county waste assessments; (6) appliance service contracts assumed by the buyer; and (7) propane gas.

178 **E.** To grant to the buyer at closing a credit equivalent to the amount of any security deposit, other tenant deposits and prepaid rents held by  
179 SELLER, and any accrued interest thereon, or alternatively to convey or assign to the buyer ownership or an assignment of the account in which the  
180 deposits and prepaid rents, and any accrued interest thereon, are held.

181 **6. SELLER'S DISCLOSURES.**

182 **A.** SELLER represents and warrants that (1) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in the  
183 Property (if SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to acquire  
184 the Property, another party may have an interest in the Property); and (2) SELLER has the authority to enter into this Listing Contract.

185 **B.** SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which are  
186 not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and  
187 conditions shall be set forth in writing in Other Terms and Conditions, or by written document attached hereto and presented at the time of execution  
188 of this Listing Contract. SELLER has fully reviewed this Listing Contract and the information relevant to the Property (as shown in the listing information  
189 herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the accuracy of the  
190 information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for liability or damages resulting from the inaccuracy  
191 of the information, facts and conditions provided or from lack of disclosure of same.

192 **C.** SELLER  does or  does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed, SELLER  
193 agrees to update the disclosure form from time to time as the *condition* of the Property warrants.

194 **D.** SELLER  is or  is not a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity,  
195 SELLER may be subject to Internal Revenue Service withholding requirements at closing. **IF SELLER IS A FOREIGN PERSON OR ENTITY, SELLER  
196 IS ADVISED TO CONSULT A LEGAL AND/OR TAX PROFESSIONAL PRIOR TO EXECUTION OF A SALES CONTRACT.**

197 **E.** SELLER shall provide a Homeowners' Association Disclosure Summary to prospective buyers for each mandatory homeowners' association  
198 as required by law.

199 **F.** SELLER  is or  is not aware of any past casualty insurance claims made for damage to or upon the Property.

200 **G. LEAD-BASED PAINT:** Construction of the residence on the Property was commenced:  prior to 1978 OR  1978 or later. If construction  
201 of the residence was commenced prior to 1978, SELLER and BROKER must complete and attach the form "Licensee Notice to SELLER/Landlord  
202 Complying with the Lead-Based Paint Law." SELLER  does or  does not have knowledge of lead-based paint or lead-based paint hazards in the  
203 residence. SELLER  does or  does not have documentation confirming the presence or absence of lead-based paint or lead-based paint hazards.

204 **H.** If the Property is located in unincorporated Collier County, SELLER acknowledges receipt of the Collier County Code Compliance Residential  
205 Program brochure.

206 **7. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT.**

207 The Property  is or  is not located within a community development district (CDD) and/or municipal service or benefit taxing unit (MSTU). If the  
208 Property is located within either a CDD or MSTU, SELLER shall complete and deliver to BROKER the Addendum to Listing Contract CDD/MSTU  
209 Assessments.

210 **8. CONDOMINIUM/HOMEOWNERS' ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.**

211 SELLER shall pay the full amount of condominium/homeowners' association special assessments and governmentally imposed liens or special  
212 assessments (other than CDD/MSTU assessments which are addressed in the Addendum to Listing Contract CDD/MSTU Assessments, if  
213 applicable), which on or before the Effective Date of the sales contract are a lien or a special assessment that is certain as to (a) the identity of the  
214 lienor or assessor, and (b) the property subject to the lien or special assessment, and (c) the amount of the lien or special assessment. If as of the  
215 Effective Date of the sales contract there are any pending liens or special assessments which are not SELLER's obligation as set forth above and



216 which were not disclosed in writing to a buyer by SELLER prior to or concurrent with the execution of the sales contract, and which exceed 1% of  
217 the purchase price, the buyer may terminate the sales contract, unless SELLER agrees in writing to pay the portion of such pending liens or special  
218 assessments in excess of 1% of the purchase price, and SELLER agrees to pay into escrow at closing a reasonable sum to insure that the excess  
219 will be paid.

220 **9. DEFAULT.**

221 If the transaction is not closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into a contract  
222 with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER in full upon demand by BROKER. In such event,  
223 this Listing Contract shall not be terminated, but shall continue in full force and effect. If SELLER fails or refuses to pay BROKER's Compensation after  
224 demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which right shall survive termination of this Listing  
225 Contract, and any such lien can be foreclosed in the same manner as a mortgage on real property. If deposits are retained by SELLER, 50% thereof,  
226 but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full consideration for BROKER's services, including  
227 costs expended by BROKER, and the balance shall be paid to SELLER.

228 **10. MISCELLANEOUS.**

229 **A.** The Property shall be offered, shown and made available for sale to all persons without regard to race, color, national origin, sex, handicap,  
230 disability, familial status, religion, sexual orientation, gender identity and any protected class under applicable federal, state and local fair housing laws.  
231 BROKER shall not be required to violate any provision of the National Association of Realtors (NAR) Code of Ethics, as amended from time to time.

232 **B.** The laws of the State of Florida shall control in interpretation and enforcement of this Listing Contract. In the event any litigation or dispute  
233 arises out of this Listing Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover  
234 from the non-prevailing party reasonable attorney fees and court costs relating thereto.

235 **C.** This Listing Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties  
236 hereto, their respective heirs, administrators, successors and assigns. This Listing Contract shall be binding and enforceable upon execution by  
237 SELLER and BROKER (hereinafter the "Effective Date"), which shall be the last date either BROKER or SELLER signs or initials this Listing Contract,  
238 and which may be different than the "Commencement Date" of this Listing Contract. Thereafter, this Listing Contract cannot be terminated or modified  
239 in any manner, except by an agreement in writing, signed by SELLER and BROKER. Signatures and initials communicated by electronic or facsimile  
240 transmission shall be binding.

241 **D.** A facsimile or electronic (including "pdf") copy of this Listing Contract and any signatures hereon shall be considered for all purposes as an  
242 original. This Listing Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable  
243 laws.

244 **E.** This Listing Contract and any addenda and amendments thereto may be signed in counterparts, and said counterparts shall collectively  
245 constitute the entire agreement of the parties.

246 **11. A. OTHER TERMS AND CONDITIONS:**

247 Listing agent agrees to discount the commission to 5% total if he finds and represents the buyer.  
248 \_\_\_\_\_  
249 \_\_\_\_\_

250 **B. ADDENDUM:** The following Addendum/Addenda is/are attached hereto and incorporated into this Listing Contract:

251 \_\_\_\_\_  
252 \_\_\_\_\_

253 To the extent such Addendum/Addenda terms conflict with the terms of this Listing Contract, the Addendum/Addenda terms shall control.

254 IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each  
255 party acknowledging receipt of a copy thereof.

256   
257 (Seller's Signature) (Date)

(Seller's Signature) (Date)

258 Mirta Barrios  
259 (Seller's Printed Name)

Curtis Smythe  
(Seller's Printed Name)

260 Seller's Mailing Address: \_\_\_\_\_  
261 Seller's Contact (Home) \_\_\_\_\_ (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_  
262 Email Address: mbar242@aol.com, curtsmythe@aol.com

263   
264 (Authorized Broker's Signature)

dotloop verified  
06/05/20 8:21 PM EDT  
OBMY-QDPR-JZCX-NSAP

Robert Alpizar  
(Listing Licensee's Printed Name)

265 Brokerage Firm Name: Agency239 Real Estate, LLC

266 **WIRE FRAUD ADVISORY.** CYBER CRIMINALS ATTEMPTING TO STEAL LARGE SUMS OF MONEY ARE TARGETING REAL ESTATE  
267 TRANSACTIONS BY INTERCEPTING ELECTRONIC COMMUNICATIONS AND SENDING EMAILS THAT APPEAR TO BE FROM REAL  
268 ESTATE AGENTS, BROKERS, ATTORNEYS, TITLE COMPANIES, LENDERS AND OTHERS INVOLVED IN REAL ESTATE TRANSACTIONS.  
269 THESE CRIMINALS HAVE INTERCEPTED WIRE TRANSFER INSTRUCTIONS, OBTAINED ACCOUNT INFORMATION, AND, BY ALTERING  
270 SOME OF THE DATA, USED EMAILS TO CONVINCED BUYERS, SELLERS AND OTHERS TO REDIRECT THE MONEY TO A FRAUDULENT  
271 ACCOUNT. THESE EMAILS ARE SOPHISTICATED AND MAY LOOK LIKE LEGITIMATE EMAILS FROM PARTIES INVOLVED IN THE  
272 TRANSACTION. BUYER AND SELLER ARE STRONGLY ENCOURAGED NOT TO SEND PERSONAL INFORMATION, SUCH AS BANK  
273 ACCOUNT NUMBERS OR OTHER NON-PUBLIC INFORMATION, VIA UNSECURED EMAIL OR OTHER ELECTRONIC COMMUNICATION,  
274 AND TO NEVER WIRE TRANSFER MONEY WITHOUT PERSONALLY SPEAKING WITH THE INTENDED RECIPIENT OF THE WIRE  
275 TRANSFER TO VERIFY THE ROUTING AND ACCOUNT NUMBERS. BUYER AND SELLER HEREBY AGREE TO INDEMNIFY AND HOLD  
276 HARMLESS ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER ACTING IN AN AGENCY OR NON-AGENCY RELATIONSHIP  
277 RECOGNIZED UNDER CHAPTER 475, FLORIDA STATUTES, FROM ALL LOSSES, LIABILITIES, CHARGES AND COSTS INCURRED DUE  
278 TO ANY WIRE TRANSFERS OR WIRE INSTRUCTIONS WHICH RELATE TO THE TRANSFER OR ISSUANCE OF FUNDS. FOR PURPOSES  
279 OF THIS PARAGRAPH, ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER SHALL BE INTENDED THIRD-PARTY  
280 BENEFICIARIES.